

REMARKS

This response is submitted in response to the Office Action dated April 29, 2008. Claims 1-20 are currently pending, and for at least the reasons stated below, are allowable in view of the prior art of record.

Claims 1 and 14 have been amended to recite limitations previously recited in claim 3. Claims 13 and 15 have been amended to more clearly recite the determination of a premium and death benefit. Claim 3 has been cancelled, without prejudice. Claim 1 has also been amended to more precisely recite the electronic operations of the claimed method. These amendments do not add any new matter beyond the specification as originally filed, accordingly Applicants request entrance and examination.

Claim 1 is rejected as being directed to non-statutory subject matter but in a manner which Examiner states can be overcome by specifying more precisely the usefulness of the claimed method. Claim 1, as amended, recites the method for providing a juvenile insurance product to insureds and/or premium payors is performed electronically and done “in the mind of the user.” Additionally, amended claim 1 recites the “offering” of the claimed juvenile insurance. As such, Applicants request reconsideration and withdrawal.

Claims 1-6, 8-11, 13-14, 17-19 are rejected under 35 U.S.C. §103(a) as being unpatentable over ICICI Prudential Life Insurance SmartKid website (<http://web.archive.org/web/20030711211642/iciciprulife.com/creative/blankproduct.jsp?productid=169>) (“Smartkid”) in view of Spinar, *An Argument for Children’s Insurance* (Life Association News, May 1993) (“Spinar”). Claims 7, 15 and 20 are rejected under 35

U.S.C. §103(a) as being unpatentable over Smartkid and Spinar, further in view of Keller, et al. (U.S. Pub. No. 2003/0093304 A1) (“Keller”). Claims 16 and 20 are rejected under 35 U.S.C. §103(a) as being unpatentable over Smartkid, Spinar and Keller, further in view of Weiss, et al. (U.S. Pub. No. 2004/0078242 A1) (“Weiss”).

Applicants respectfully disagree and traverse.

SmartKid and Spinar provide discussions of obtaining juvenile insurance products and identify a premium waiver that may be obtained as a rider. The references discuss the benefits of obtaining such an insurance product. However, the references do not disclose computation of premiums or death benefits much less how they are computed, and still further fail to disclose computation based on a variable not directly dependent on age, health or gender of payor as recited in claims. For instance, Examiner cites to paragraphs 11-12 and 18-20 of SmartKid. These paragraphs discuss use of a premium waiver feature and educational benefits (11-12) as well as when premiums can be paid (e.g., monthly) and a guaranteed (“Sum Assured”) benefit amount (18-20). These discussions are not discussions of premium or benefit calculations, much less the basis for such calculations, and still further do not disclose such calculations based on payor criteria. Nor does Spinar resolve such deficiencies. Examiner cites to Spinar (5) as disclosing obtaining information useful for issuing a juvenile insurance policy (in the form of a parent’s life insurance policy). However, the cited section discusses group life insurance in assessing whether existing policies are adequate (as an alternative to obtaining a new policy), and not for the purpose of providing a new policy, much less calculating premiums or benefits on such basis.

Examiner points to SmartKid (4) as disclosing determining whether a potential payor belongs to a group of acceptable payors based on eligibility requirements. However, the cited paragraph of SmartKid simply states who may purchase the policy (“Who can purchase this policy? Parents (between 20-60 years) with children in the age group of 0-12 years can purchase this policy.”). It does not disclose determining the premium or the benefit based on such qualification, nor is such discussion connected to the premium waiver feature.

Applicants submit the Examiner’s interpretation of the asserted prior art to support the present rejection is unreasonable. The Examiner interprets SmartKid as teaching this limitation based on the potential payor being a “parent.” This is improper because being a parent is not an association with a group of individuals.

Regardless, to further emphasize the distinction and to advance the present prosecution, Applicants further claim the “potential payor’s affiliation as a member within a group of individuals having at least one commonality.” Even the Examiner’s improperly broad interpretation of “being a parent” cannot reasonably be interpreted to teach or suggest the claimed “affiliation as a member.” In its most basic terms, “being a parent” is wholly and entirely inconsistent with having an affiliation as a member as claimed. This is further evident and supported by the accompanying specification relating to the claimed limitations.

Claims 13 and 15 have additionally been amended to note further patentable distinctions. For example, claims 13 and 15 are amended to explicitly recite the limitations previously recited regarding the at least three (3) elements for computing the premium and death benefits for the potential payor. As understood, in the present

office action, the Examiner overlooks the separateness of these claimed limitations. For at least the reasons noted above, the SmartKid/Spinar combination fails to teach or suggest all of the limitations, including the claimed “affiliation as member.”

Nor does the addition of Keller or Weiss resolve the deficiencies of the cited art. Neither disclose computation of premiums or benefits in a juvenile life policy with waiver, as described and claimed in the present application. For instance, Examiner points to Keller (Fig. 18 and paragraph 72) as disclosing determination of a group of acceptable payors. Respectfully, Keller does not disclose determination of a group of acceptable payors, but rather discusses group insureds. Moreover, the cited portions do not disclose calculation of premiums or benefits on the basis of either.

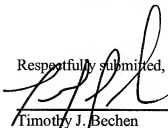
Claims 2-12 and 16-20 depend from claims 1 and 15 and recite further patentable subject matter therefrom. These claims are allowable for at least the same reasons regarding the deficiencies of the references discussed above.

For at least all of the above reasons, Applicants respectfully request that the Examiner withdraw all rejections and objections, and allowance of all the pending claims is respectfully solicited.

To expedite prosecution of this application to allowance, the examiner is invited to call the Applicants' undersigned representative to discuss any issues relating to this application.

Dated: August 29, 2008

Respectfully submitted,



Timothy J. Bechen

Reg. No. 48,126

DREIER LLP

499 Park Ave.

New York, New York 10022

Tel : (212) 328-6100

Fax: (212) 328-6101

Customer No. 61834

THIS CORRESPONDENCE IS BEING SUBMITTED
ELECTRONICALLY THROUGH THE PATENT AND
TRADEMARK OFFICE EFS FILING SYSTEM ON
August 29, 2008.